of the streets and places adjoining; for providing furniture and fittings for both Houses of Parliament, the several offices and official residences belonging thereto; and for any decorations by works of art beyond what were included in Mr. Barry's estimate.

Literature.

Principles and Practice of Land Engineering, Trigonometrical, Subterraneous, and Marine Surveying, &c.—By C. Bourne, C.E. and Surveyor. Ollivier, Pall Mall.

This is a truly useful book, and goes far to supply the desideratum which Mr. Bourne so correctly states in his Preface to be wanted. We have only one thing to regret in connection with it, and that is its price, for although it contains much useful practical matter, and a good deal of an interesting kind in relation to some of the large undertakings in surveying, particularly as to the trigonometrical survey of Great Britain and Ireland, commenced under General Roy in 1783, yet this, with other matter, is of that miscellaneous cast which ordinary works of compilation give at an ordinary cost; fifteen shillings is too much for a work intended for popular use and reference, as this is. It is, however, the besetting sin of publishers of works on architecture, engineering, and the like; they mistake the class they would cater for; books of a suitable kind at a fair and reasonable price will meet with no lack of buyers and readers; but we believe there never was a class of men in this world who had more cause of complaint than those connected with the building art as to the want of a popular library—scarce and dear is all that has hitherto been offered to them.

This work, however, is not dear in relation to other works of its class; it has cost Mr. Bourne much labour and anxiety, as he appears to intimate, and is visible on the face of it, and we trust he will reap his reward at least. He has distributed his subject under two heads: the first, the "principles of surveying;" and the second, "the practice." In the first we have the rules and practice of decimals and of squares and roots, useful tables of gradients and curves, a succinct treatment of the necessary geometric, logarithmic, and trigonometrical matter, a description of, and of the use of, mathematical, surveying, and philosophical instruments, required by the operator, and rules for proceeding in surveys under various conditions.

In the second we have good and sound practical instruction on land engineering, trigonometrical, subterraneous, and marine surveying, extending over 150 pages, and referring to seven folded plates at the end of the work. We have no hesitation in saying, although Mr. Bourne does not pretend to so much, that this work will be a complete guide in the hands of the student, and serve to carry him to every purpose to which the requirements of the fullest practice may lead.

COVENANT TO IMPROVE AND REPAIR—CONDITION PRECEDENT—BREACH.

Coombe v. Greene.

It is a settled rule of law that if a premise or a covenant be conditional on the previous performance of some act, or previous render of some consideration, the act must be done, the condition must be performed before an action can be maintained. Such a covenant is called "a dependent covenant," and the condition on which it depends "a condition precedent." Not only, however, must a condition precedent be performed, but its fulfilment must be averred; or, an excuse for its nonperformance must be shewn. If performance, or that which is equivalent to performance, be not alleged and proved, the defendant can plead nonperformance of the condition precedent in bar to the action; and if the averment of performance be omitted or inaccurately stated, the defendant can, on demurrer, take advantage of it.

Now, there will not be any difficulty in averring, with accuracy, the performance of the condition. Proof, however, that it has been performed is another thing. The case of *Coombe* v. *Greene*, which came before the Court of Exchequer in May last, involved, in point of law, the question of the necessity for stating a certain condition precedent; in point of fact, however, the nonstatement arose from the nonperformance. The case, therefore, will throw some light on the doctrine of performance of conditions precedent, and of the extent to which it has been carried by the Courts.

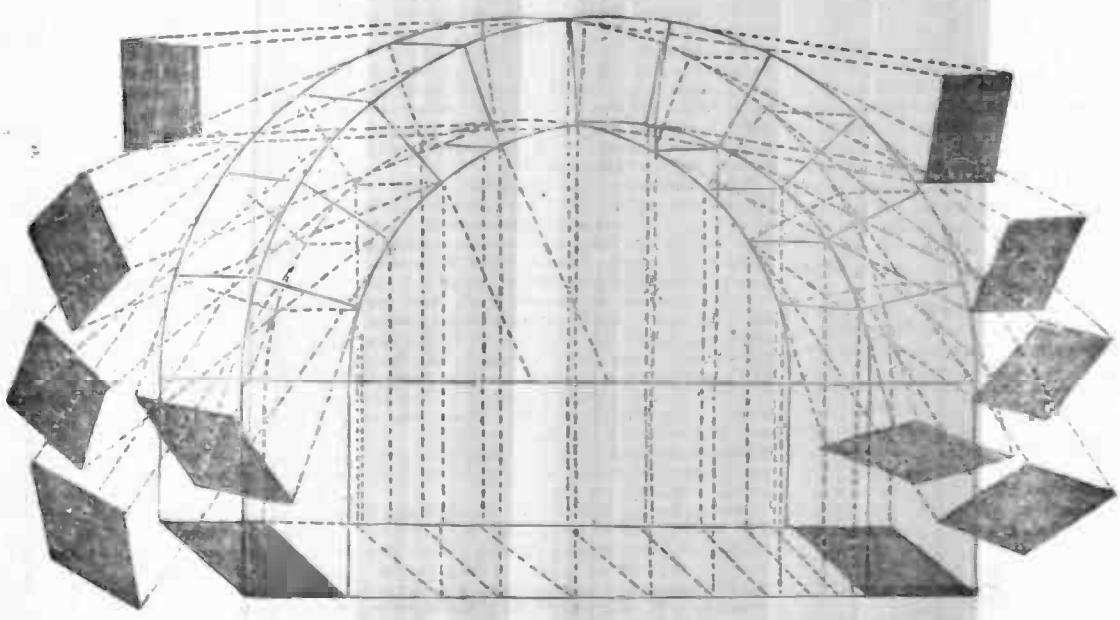
The declaration stated that the plaintiff had demised certain premises to the defendant, subject to a covenant that the defendant should expend 100*l.* in substantial improvements of or additions to the dwelling-house, and in the substantial and permanent repairs thereof, *under the direction and with the approbation of some competent surveyor, to be named by and on the part of the said plaintiff*; and alleged for breach, that the defendant would not expend the sum of 100*l.* in substantial improvements and additions to the dwelling-house, and in the substantial and permanent repairs thereof, under the direction or with the approbation of a competent surveyor, to be named by and on the part of the plaintiff, but wholly neglected and refused so to do, although the plaintiff always, during the said term, was *ready and willing* to appoint a competent surveyor to approve of such substantial improvements of and additions to the said dwelling-house. To this declaration the plaintiff demurred, and, along with other reasons, assigned this, "that it is not alleged in the breach that the plaintiff had ever *named* a competent, or any surveyor, under whose direction or approbation the defendant might have expended the said sum of 100*l.* in improving the said premises according to the said covenant."

Mr. Bovill, who appeared in support of the demurrer, argued that it did not appear on the face of the declaration, that the defendant had broken his covenant. The surveyor was to be appointed by the plaintiff, and not by the defendant; and unless he was appointed, the money could not be expended. The plaintiff having the power of appointment, it was a condition precedent to his right to recover that he should exercise that power; and it is not enough to aver his readiness and willingness.

Mr. Ogle, on the other hand, contended that the declaration was good.

The Court said—"The appointment of a surveyor is a preliminary step, and, until that is taken, the defendant cannot fulfil his contract. He cannot begin the work until a surveyor is appointed to direct and approve of his proceedings. That appointment is a condition precedent to his liability to expend the 100*l.* It is not enough that the plaintiff is ready and willing." So the judgment passed for the plaintiff.

It is quite clear that the plaintiff, in this case, thought that there was no necessity to appoint a surveyor until the work was done, or, at least, commenced. It may be very fairly doubted whether there would have been any use in appointing a surveyor until the work had been, at least, begun. The decision, therefore, shews the extreme strictness with which the Courts will enforce conditions precedent, and will serve, therefore, as a warning to those who are about to sue because of breaches of covenant, and to those who are about to settle the terms of covenants.



SKEW ARCHES.

Sir,—Seeing in The Builder many instances of contributions that encourage me to throw in my mite, I beg, as a working-mason, to supply a copy of my drawing for finding the beds and joints of a "skew arch." It is a drawing I got up under the direction of one who has rendered no little service to me and many of my fellow-workmen, by his instructions and the example of his skill. I allude to Green, who was employed as foreman of masons at the Birmingham Free Grammar School, in 1833 and 34, at which time I enjoyed the benefit I speak of, and drew out the paper I now present. A little attention to the lines will make the problem clear, without any lengthened reference; and I shall be most happy if the benefit I have had should be thus still further diffused.

I am your very faithful servant,

A Stonemason.

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